

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE 1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		SPE300		7. ADMINISTERED BY (If other than Item 6) CODE		SPE300	
DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Stephanie Milstein DSM0075 Tel: (445) 737-0959 Email: Stephanie.Milstein@dla.mil				DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NEW DAIRY HOLDCO LLC 1308 BERTRAND DR LAFAYETTE LA 70506-4114 USA				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE300-25-D-V013	
						10B. DATED (SEE ITEM 13) 2025 APR 30	
CODE 9CK82		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(l)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Matthew Sacca	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Matthew Sacca (Signature of Contracting Officer)	16C. DATE SIGNED 2025 JUL 22

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-V013 / P00002	PAGE 2 OF 3 PAGES
<p>1. Contract SPE300-25-D-V013 was entered into on April 30, 2025, between the Government and New Dairy.</p> <p>2. This supplemental agreement modifies the contract to reflect a no-cost settlement agreement with respect to the Notice of Termination dated June 24, 2025 pursuant to FAR 49.603-7 - No Cost Settlement Agreement - Partial Termination.</p> <p>(a) The parties agree as follows:</p> <p>(1) The terminated portion of the contract is as follows: Administrative catalog SPE300-25-D-VA15 is terminated concerning support of Milk and Dairy Products for Group 6 - Barksdale Air Force Base, Louisiana.</p> <p>(2) Group 6 has a guaranteed minimum of \$1,000.00 with a maximum of \$ 90,000.00 Because the Contractor was awarded Groups 2, 3, and 6, the aggregate guaranteed minimum awarded was \$18,000.00 with an aggregate contract maximum of \$ 1,620,000.00. With the termination of Group 6, the new aggregate guaranteed minimum for Groups 2 and 3 is now \$17,000.00 and the aggregate maximum is \$ 1,530,000.00.</p> <p>3. Pursuant to the terms of the contract, the Government is proceeding under clause FAR 52.212-4(1), which provides for the termination for the Government's convenience. "The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided."</p> <p>4. FAR 49.101(b) states: "The contracting officer shall terminate contracts, whether for default or convenience, only when it is in the Government's interest. The contracting officer shall effect a no-cost settlement instead of issuing a termination notice when (1) it is known that the contractor will accept one; (2) government property was not furnished; and (3) there are no outstanding payments, debts due to the Government, or other contractor obligations."</p> <p>5. The Contractor unconditionally waives any charges against the Government arising under the terminated portion of the contract or by reason of its termination, including, without limitation, all obligations of the Government to make further payments or to carry out any further undertakings under the terminated portion of the contract. The Government acknowledges that the Contractor has no obligation to perform further work or services or to make further deliveries under the terminated portion of the contract. Nothing in this paragraph affects any other covenants, terms, or conditions of the contract. Under the terminated portion of the contract, the following rights and liabilities of the parties are reserved: [List reserved or excepted rights and liabilities. See 49.109-2 and 49.603-1(b)(7).]</p> <p>6. All other terms and conditions remain unchanged.</p> <p>Total amount of contract/order is () increased (x) decreased by \$90,000.00 from \$1,620,000.00 to \$1,530,000.00 .</p> <p>CONTINUED ON NEXT PAGE</p>		

Attachments

List of Attachments

Description	File Name
ATTACH_Vendor_SF30	Modification for Partial Termination of Contract SPE300-25-D-V013.pdf